

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re) Chapter 11 Case No.
LEHMAN BROTHERS HOLDINGS INC., *et al.*,) 08-13555 (JMP)
Debtors.) (Jointly Administered)

**ORDER APPROVING SETTLEMENT AGREEMENT BETWEEN
BARCLAYS CAPITAL INC. AND AMERICAN EXPRESS
TRAVEL RELATED SERVICES COMPANY, INC.**

Upon the motion dated October 14, 2008 (the “Motion”) of Barclays Capital Inc. (“Barclays”) For Relief Concerning an American Express Contract Erroneously Posted with the Closing Date Contracts (D.I. 959) and declarations of Lindsee Granfield and Patrick Coster in support thereof (D.I. 960, 961); and upon the Debtors’ Response to the Motions of Barclays Capital Inc. for Relief, Pursuant to Federal Rule of Civil Procedure 60(b) and Federal Rule of Bankruptcy Procedure 9024, Concerning Various Closing Date Contracts (D.I. 1212); and upon the Objection of American Express Travel Related Services Company, Inc. (“American Express”) to Motion of Barclays Capital Inc. for Relief Concerning American Express Contracts Listed as Closing Date Contracts and Request For Interest, Fees and Expenses, and declaration of Eugene J. Chikowski, and affidavits of Stephanie Diehl, Daniel J. Massoni and Lydia Schulz in support thereof (D.I. 1216); and upon the Objection of Official Committee of Unsecured Creditors of Lehman Brothers Holdings Inc., et al. to Motions of Barclays Capital Inc. For Relief, Pursuant to Federal Rule of Civil Procedure 60(b), Concerning Certain Contracts Erroneously Posted With the Closing Date Contracts (D.I. 1672); and upon the Reply of Barclays Capital Inc. in Further Support of its Motion for Relief Concerning American Express Contracts Erroneously Posted With the Closing Date Contracts (D.I. 1747) and declarations of Michael Feldberg, Jason White and Leslie Bernauer

in support thereof (D.I. 1750, 1751, 1753); and upon the Court's consideration of the above and the Settlement Agreement and after due deliberation thereon, and it appearing that notice is good, sufficient and appropriate under the circumstances and no further notice need be provided; and sufficient cause appearing therefor,

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS:

A. **Jurisdiction and Venue.** This Court has jurisdiction to consider the Motion and the Settlement Agreement under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases in this District is proper under 28 U.S.C. §§ 1408 and 1409.

B. **Statutory Predicate.** The statutory predicate for the relief sought is Bankruptcy Rule 9019.

NOW, THEREFORE, IT IS ORDERED THAT:

1. **Settlement Agreement is Approved.** The Motion has been settled pursuant to the Settlement Agreement between Barclays and American Express (the "Settlement Agreement").¹ The Settlement Agreement, which is attached hereto as Exhibit A, and all the terms and conditions thereto are hereby approved.

2. **Payment.** Barclays shall pay to American Express the aggregate amount of US \$3,900,000.00 within 15 days of this Order becoming a final order.

3. **Right to File A Claim.** American Express shall be authorized to file one or more claims against the Debtors for the balance owed to it under the Amex Contracts.

4. **Claim.** American Express' claims against the Debtors shall not be the subject of an objection nor disallowed on the grounds that American Express' settlement with

¹ Capitalized terms used herein but not defined herein shall have the meaning ascribed to such terms in the Settlement Agreement.

Barclays bars American Express from filing one or more claims against the Debtors; however, American Express shall not file a claim for the amount paid pursuant to the Settlement Agreement. The Settlement Agreement may be used to reduce a claim filed against the Debtors in contravention of this provision.

5. Debtors Have No Claims Against Barclays. Neither the Debtors nor their estates shall have a claim against Barclays based on any claim filed by American Express against the Debtors.

6. Retention of Jurisdiction. This Court retains jurisdiction to hear and determine all matters arising from the implementation of this Order.

7. Non-material Modifications. The Settlement Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, in a writing signed by such parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates.

Dated: New York, New York
August __, 2009

HONORABLE JAMES M. PECK
UNITED STATES BANKRUPTCY JUDGE